

Exhibit F

LICENSE AGREEMENT (Construction)

This License Agreement (the "Agreement") is entered into as of this ____ day of October, 2012, by and among THE CITY OF TEMPE, an Arizona municipal corporation (the "City"), and ____BestIT.COM, Inc., an Arizona corporation ("Grantee").

RECITALS

A. The City owns fee title to that certain real property located in the vicinity of North Farmer Avenue and West First Street, City of Tempe, Maricopa County, Arizona, as more particularly described on Exhibit A attached hereto (the "License Area").

B. Grantor has agreed to grant to Grantee, and Grantee desires to receive from Grantor, a temporary license on, over and across the License Area for the purposes of constructing certain improvements as required by that certain _____ (collectively, the "Development Activities"), subject to the terms, conditions and limitations set forth in this Agreement.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties agree as follows:

1. Incorporation. Each of the recitals set forth above is incorporated into this Agreement and is made a part hereof.

2. Grant of License. Grantor hereby grants to Grantee, its successors, assigns, and their employees, agents, engineers, surveyors, contractors, subcontractors (collectively, "Grantee's Agents and Designees") a temporary, non-exclusive license upon, over and across the License Area to the extent reasonably necessary or appropriate to perform the Development Activities (the "License"). The foregoing grant of License is subject to and expressly conditioned upon the following covenants, terms and conditions:

a. Maintenance. At all times during the term of this Agreement, Grantee, at Grantee's cost and expense, shall use, repair and maintain the License Area in a good, safe and operational condition, free from debris, trash and weeds and grass, and in compliance with all applicable laws, rules, ordinances and requirements.

b. Prohibited Uses. The foregoing License shall be used solely for the Development Activities described above, and for no other purpose. Without limiting the foregoing, in no event shall the Development Activities be construed to allow for (i) the storage or stockpiling of any construction materials, piles of

dirt or rock, and/or heavy machinery or equipment, (ii) the storage, placement, discharge, disposal or release of any toxic or hazardous waste, substance or pollutant.

c. No Liens. Grantee shall immediately cause to be released or properly bonded around any and all liens or claims (including but not limited to mechanics' liens) arising out of or as the result of the use of the License Area by Grantee and/or Grantee's Agents and Designees.

d. Indemnification and Release. Grantee hereby releases, indemnifies, protects, defends and holds harmless Grantor (and each of the parties comprising Grantor) and the License Area for, from and against any and all liability, obligation, damage, injury, expense, cost, loss, demand, claim and cause of action (including, without limitation, mechanic's and materialmen's liens, court costs, attorneys' fees and expert witness fees), arising out of or relating to the entry, occupancy and/or use of the License Area by Grantee and/or Grantee's Agents and Designees, including but not limited to any violation(s) of any federal, state or local laws, rules and/or regulations by Grantee or Grantee's Agents, and/or any other acts or omissions by Grantee or Grantee's Agents. The provisions of this paragraph shall survive any termination or expiration of this Agreement.

e. Insurance. At all times during the term of this Agreement, Grantee, at Grantee's sole expense, shall have procured (in a form reasonably acceptable to Grantor) and shall maintain workers' compensation insurance in the statutory amount and a commercial general liability insurance policy and automobile liability insurance policy that insures each of the parties comprising Grantor additional insureds, against any event or liability that may arise from or relate to the entry, occupancy and/or use of the License Area in connection with this Agreement. Coverage shall be evidenced by a certificate of insurance and additional insured endorsements provided to each of the parties comprising Grantor prior to Grantee's initial use of the License Area and, with respect to the liability insurance, shall be for at least \$1,000,000 per occurrence and \$5,000,000 general aggregate.

3. Term. The License granted herein shall be effective from and after the date that this Agreement is executed by the City and Grantee (the "Effective Date"). This Agreement shall automatically expire without any further action by the parties hereto required upon the date that is thirty (30) days after written notice of termination is delivered from any one of the parties hereto to the other parties. After the automatic termination of the Agreement, none of the parties hereto shall have any further rights or obligations to any other party under this Agreement, except as to any indemnities, rights or obligations which are expressly stated herein to survive the termination of this Agreement. Upon the written request of City, Grantee shall execute and deliver to the City a document in recordable form evidencing termination of this Agreement.

4. Restoration of the License Area. On or before thirty (30) days after the delivery of a written notice of termination pursuant to paragraph 3 above, Grantee, at Grantee cost and expense, shall promptly remove all personal property from the License Area, and Grantee shall substantially restore the License Area to its condition existing immediately prior to any entry upon the License Area pursuant to this Agreement (except for any changes in the condition resulting from the acts of Grantor and/or its employees, agents or contractors), which obligation shall survive termination of this Agreement.

5. Assumption of Risk. Grantee agrees to take reasonable safety and security precautions (including but not limited to maintaining and locking its temporary perimeter fence during non-business hours, and monitoring suspicious activity) to attempt to prevent loss, damage, vandalism or theft within the License Area; provided, however, that Grantee acknowledges and agrees that Grantor makes no assurances as to the safety or security of the License Area. By accepting this License, Grantee agrees, for itself and Grantee's Agents and Designees, to assume all risks arising out of or relating to the entry upon and/or the occupancy and use of the License Area, including but not limited to any risk of loss by fire, theft or damage to any of Grantee's construction office trailers, fencing, vehicles, or to any office equipment, files, supplies and other personal property within the License Area. The provisions of this paragraph shall survive any termination or expiration of this Agreement.

6. Covenants Running With the Land. Notwithstanding the use of names or the terms "Grantor" and "Grantee" in this Agreement, all provisions of this Agreement shall run with the land and shall be binding upon and inure to the benefit of and be enforceable by the Grantor and Grantee, and their respective successors and assigns for the term of this Agreement.

7. Notices. All notices, approvals and other communications provided for herein or given in connection herewith shall be in writing and shall be given by personal delivery, overnight courier or facsimile transmission, or sent by registered or certified mail, postage prepaid, correctly addressed to the intended recipient at the address set forth below:

City:

The City of Tempe

Attn: _____

Phone: _____

Facsimile: _____

Grantee:

c/o _____

Attn: _____

Phone: _____

Facsimile: _____

Such notices and other communications shall be deemed to be given and received as follows: (i) upon actual receipt, if delivered personally or by overnight courier; (ii) upon facsimile delivery (as evidenced by electronic confirmation thereof), if transmitted by facsimile; or (iii) three (3) days following deposit in the mail, if delivered by mail. The parties may, from time to time, designate a different address by written notice given in the manner provided for above, not less than three (3) days prior to the effective date of the change.

8. Attorneys' Fees. In the event of any litigation or other legal proceedings between the parties to this Agreement, the prevailing party as determined by the court, shall be entitled to the payment by the non-prevailing party or parties of its reasonable attorneys' fees, court costs and litigation expenses, as determined by the court.

9. No Partnership. It is not intended by this Agreement to, and nothing contained in this Agreement shall, create any partnership, joint venture, landlord-tenant or other arrangement between the parties hereto. No term or provision of this Agreement is intended to, or shall, be for the benefit of any person, firm, organization or corporation not a party hereto, and no such other person, firm, organization or corporation shall have any right or cause of action hereunder.

10. Miscellaneous.

a. This Agreement may not be modified or amended without the prior written consent of Grantor and Grantee.

b. The captions used in this Agreement are for reference only and are not to be construed as a part of this Agreement.

c. Nothing contained in this Agreement shall be deemed to be a gift or dedication of any portion of the License Area to or for the general public or for any public purpose whatsoever, and this Agreement shall be strictly limited to and for the purposes expressed herein.

d. The waiver by any party of any default under any provisions hereof shall not be construed to be the waiver of any succeeding breach or any other provision.

e. Time is of the essence of this Agreement and each and every provision hereof.

f. This Agreement shall be construed under, governed by and enforced in accordance with the laws of the State of Arizona, without giving effect to any of the principles of conflicts of law.

g. Neither this Agreement nor any memorandum pertaining to this Agreement shall be recorded.

h. This Agreement may be executed simultaneously in two (2) or more counterparts, each of which shall be deemed an original, but all of which shall constitute a singular agreement. Faxed signatures shall be acceptable as original signatures.

i. If any terms, provisions or covenants contained in this Agreement shall to any extent be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each term, provision and condition hereof shall be valid and enforceable to the fullest extent permitted by law.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first written above.

CITY:

CITY OF TEMPE, an Arizona municipal corporation

By: _____
Name: _____
Its: _____

GRANTEE:

BestIT.Com, Inc., an Arizona corporation

By: _____
Name: _____
Its: Manager

Exhibit A

Description of License Area

